

PROFESSIONAL SERVICES AGREEMENT FOR STUPAK COMMUNITY CENTER

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and **DEKKER PERICH SABATINI**, (the "Consultant").

RECITALS

WHEREAS, the City intends to construct **STUPAK COMMUNITY CENTER** (herein the "Project"), within the City of Las Vegas, for a Construction Cost of **\$8,000,000.00**; and

WHEREAS, the City desires to retain the services of the Consultant for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and **Exhibit "A"** (Scope of Services) attached hereto; and

WHEREAS, the Consultant hereby represents to the City that the Consultant is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

ARTICLE 1: CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The Consultant agrees to provide the services set forth in this Article and in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals), attached hereto.

1.1.2 The Consultant shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The Consultant shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The Consultant shall not, except for reasonable cause, exceed time limits established by this schedule approved by the City. The Time Schedule for Performance of the Consultant's services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant. The City's approval of the Contract Documents shall not relieve the Consultant of any responsibility for the professional and technical accuracy of any documents prepared by the Consultant.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the Consultant shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/or permits for construction of such substitution.

1.1.6 The Consultant shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the Consultant or sub-consultants.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the Consultant if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive on-site representation, beyond the services required for Basic Services, is required or requested for the City's protection, the Consultant agrees to provide additional project representation to assist in carrying out such extensive on-site responsibilities. Consultant provided on-site project representatives shall be selected, employed and directed by the Consultant. The duties, responsibilities and limitation of authority of Consultant provided project representatives shall be the same as the Consultant.

2.2.2 In the event of such extensive on-site representation, the Consultant shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations of the Consultant project representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The Consultant agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The Consultant agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.4 The Consultant agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.5 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.6 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly progress of the Consultant's services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

3.6 The City shall promptly notify the Consultant in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 The proposed language of certificates or certifications requested of the Consultant or sub-consultants shall be submitted to the Consultant for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The City shall guarantee access to, and make all necessary provisions for the Consultant to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the Consultant providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

4.1 Upon receipt of any documents furnished by the Consultant, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are Professionally complete and appropriate, per AIA Standards, and **Exhibit "B"** attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.

4.2 If the City's Project Manager determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by Consultant fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.

4.5 The Consultant shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, Consultant shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the Consultant shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the Consultant as compensation for the services provided under **Article 1** of this Agreement the amount of the fixed Fee for each of the phases set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

5.1.2 The Construction Phase Fee set forth in **Exhibit "D"** shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the Consultant exceed the total fixed Fee set forth in **Exhibit "D"**, unless written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the Consultant for the Additional Services provided under **Article 2**, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule) attached hereto, whichever is approved in writing by the City. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The Consultant has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in **Exhibit "E"**. Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

5.4 INVOICE

5.4.1 The Consultant may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the Consultant will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

5.5 RETAINAGE

5.5.1 Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in the Section "Right To Off-Set" of this Agreement.

5.5.2 If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the Consultant has complied with the Performance Schedule or presented an acceptable plan for such compliance.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses causes by, resulting from, or arising out of the negligent acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Project Manager shall provide a written statement to the Consultant of the damages, costs and expenses, which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment designed, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for the Contractor's overhead and profit, but shall exclude change order or other cost increases encountered after award of the construction contract.

6.1.2 The Construction Cost does not include the compensation of the Consultant and sub-consultants, the costs of the land, rights-of-way, financing, permits, or other costs that are the responsibility of the City as provided in Article 3.

6.1.3 The Construction Cost for the Project is established as the estimated Construction Cost stated in the Recitals at the beginning of this Agreement, or as otherwise agreed upon in writing and signed by the parties hereto.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant's independent estimator, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.

6.2.2 The Consultant shall include in estimates of the Construction Cost, allowances and contingencies for design, estimating, bidding, market factors, and price escalation, and shall be permitted, in cooperation with the City, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids for portions of the Work so the estimated base bid does not exceed the Construction Cost. The Construction Cost shall be increased by the amount of any cost increases incurred after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost may be adjusted by the Consultant to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If the Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the Construction Cost. This modification of Contract Documents shall be the limit of the Consultant's responsibility arising out of the establishment of the Construction Cost.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. The Consultant agrees to waive his copyright on such documents to the extent necessary for the new consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

7.2 The City retains contractual rights to all design concepts developed by the Consultant.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

8.1.2 If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of such services and failure to provide the City with such notice shall constitute a waiver of such claim.

8.2 NON-FEE DISPUTES

8.2.1 All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the City and the Consultant. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the City and the Consultant shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the Consultant, which arises out of, from, or is connected with the construction of the Project, or the performance of the Consultant's under this Agreement, the Consultant agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project. If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

8.3.3 The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with

arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the Nevada Arbitration Association or the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

8.3.4 In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Procedure.

8.3.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

8.3.6 By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the Consultant and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due Consultant, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the Consultant:

- A. Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the Consultant's assets;
- B. Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C. Make a general assignment for the benefit of creditors;
- D. File a petition or answer seeking the reorganization of the Consultant or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E. Suffer the levy or execution of any writ or warrant upon any property or an asset of the Consultant which continues unvacated and in effect for a period of thirty (30) days; or
- F. Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the Consultant pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the Consultant, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the Consultant to the City.

9.2.4 The costs and expenses of completing the services of the Consultant shall be computed and audited by the Project Manager whose

certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the Consultant for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the Consultant for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the Consultant's compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The Consultant shall have the right to terminate this Agreement if the Project is abandon by the City for more than 90 days, or the City fails to make payment to the Consultant for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the Consultant has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed the key employees, or by approved sub-consultants identified in **Exhibit "F"** (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the Consultant will, with City approval, replace such personnel. If the Consultant fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The Consultant shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form"

regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the Consultant as the result of an increase in the scope of the Basic Services. Any claim of the Consultant for adjustment under this provision must be asserted by the Consultant in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the Consultant receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Consultant is to be made.

10.6 INSURANCE

10.6.1 The Consultant shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.
Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 Consultant's insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Consultant's work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the Consultant's liability insurance shall not be less than:

Workmen's Compensation: Statutory.
Professional Liability Insurance: \$1,000,000.
Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.
Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The Consultant hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Consultant and bona fide established commercial or selling agencies which are maintained by the Consultant for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the Consultant agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Consultant and any other Consultant, who is employed by the Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the Consultant or any other Consultant hired by the Consultant's employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the Consultant each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the Consultant may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

10.11 NOTICES

10.11.1 Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

CITY: Patrick Batte'
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

CONSULTANT: Christopher W. Larsen AIA
Dekker Perich Sabatini
6860 Bermuda Road Suite 100
Las Vegas, NV, 89119

Phone: (702) 436-1006 Fax: (702) 436-1050

10.12 CONFIDENTIALITY

10.12.1 The Consultant shall treat all information relating to the Project and all information supplied to the Consultant as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

10.13.2 As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent or intentional act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elects to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the design professional.

10.14 CONSULTANT WARRANTIES

10.14.1 The Consultant warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the Consultant under the conditions of the Agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the Consultant warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 Consultant represents and holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

10.14.3 Consultant warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the Agreement is dependent upon the Consultant's computer operations. Such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

10.14.4 Consultant has, herein, pursuant to the requirements of resolution 79-99 (adopted by the City Council on 4 August 1999 and effective 1 October 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than one (1%) percent interest in the Consultant or any principals of the Consultant. If the Consultant, or principals or partners are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employee Retirement Income Act), and current copies of such federal disclosures are attached to **Exhibit "G"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City of Las Vegas in writing of any material change in the above disclosure on **Exhibit "G"**, within (15) days of such change.

10.15 SUBCONTRACTS

10.15.1 The Consultant agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the Consultant agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the Consultant to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the Consultant for subcontracted work; then the sub-consultant's only recourse is against the Consultant, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the Consultant;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the Consultant; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is

determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the Consultant each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

10.16.6 This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the Consultant and shall be in force and effect from and after the day on which the City gives notice to the Consultant to begin the services required under this Agreement.

10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

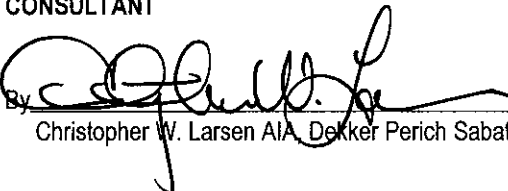
CITY OF LAS VEGAS

By _____
Oscar Goodman, Mayor

ATTEST

Barbara Jo Ronemus, City Clerk

CONSULTANT

By  _____
Christopher W. Larsen AIA Dekker Perich Sabatini

APPROVED AS TO FORM

 6/22/06
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT “ A ” SCOPE OF SERVICES

EXHIBIT “ A1 ” CONSULTANT PROPOSAL

EXHIBIT “ B ” REQUIRED SUBMITTALS

EXHIBIT “ C ” PERFORMANCE SCHEDULE

EXHIBIT “ D ” FEE BREAKDOWN

EXHIBIT “ E ” HOURLY RATE SCHEDULE

EXHIBIT “ F ” KEY PERSONNEL LIST

EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in Exhibit "C", the Consultant shall provide the following in accordance with the Schedule (Exhibit "C") included herein. The Scope of Service set forth in this Exhibit and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 PROJECT PROGRAM AND CONSTRUCTION COST

1.2.1 The Project program, which may be altered as the Project develops, contains the following elements:

1.2.1.1 Approximate Gross Site Acreage:

1.2.1.2 Approximate Gross Building Square Footage:

1.2.1.3 Improvements:

1.2.2 Should the entire Project program desired by the City not be affordable within the Construction Cost or the Construction Cost Estimate, it is understood that adjustments will be made to the Project as permitted by Article 6 Construction Cost of this Agreement. Should the Construction Cost be adjusted during the design phase of this Agreement, it is understood that this adjustment would constitute a change in scope requiring a proportional adjustment to the Consultant's Fee. Adjustments to the Project program will not constitute a change in scope and no adjustment will be made to the Consultant's Fee unless such change results in increased Consultant workload.

1.3 SCOPE OF SERVICES

1.3.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. If increased scope or workload is encountered, the Consultant is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.4 GENERAL REQUIREMENTS

1.4.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.4.2 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

1.4.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.4.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.4.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

1.4.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.4.7 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the building department may normally allow as "deferred submittals." When complying with NRS 338.140 by

listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid and permit documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents shall be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

1.4.8 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.4.9 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.4.10 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.5 DEFINITIONS

1.5.1 "Construction Cost Estimate" as used herein is a forecast of the Construction Cost prepared on the basis of detailed analysis of materials and labor for all items of work, as further defined in ARTICLE 6: CONSTRUCTION COST of this Agreement.

1.5.2 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Project budget, and the Construction Cost if not stated in the Recitals at the beginning of this Agreement, Article 6: Construction Cost.

2.2.3 Project schedule.

2.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

- 2.3.2** Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.
- 2.3.3** Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

- 3.1.1** Programming and Conceptual Design Phase
- 3.1.2** Schematic Design and Master Planning Phase
- 3.1.3** Design Development Phase
- 3.1.4** Construction Document Phase
- 3.1.5** Bidding Phase
- 3.1.6** Construction Administration Phase
- 3.1.7** Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

3.2.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost, notify the City and propose design solutions that will bring the Project within the Construction Cost. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 DESIGN DISCIPLINE COORDINATION

3.4.1 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

3.5 GOVERNMENTAL AND AGENCY APPROVALS

3.5.1 **SCOPE OF SERVICES.** Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.5.1.1 General Plan Amendment. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

3.5.1.2 Rezoning. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

3.5.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.5.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

3.5.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.5.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.5.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Land Development Section, including a Drainage Compliance Report.

3.5.1.8 Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

3.5.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Project Manager on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.5.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

3.5.3.1 OAS NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

3.5.3.2 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.6 GEOTECHNICAL DATA

3.6.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.6.1.1 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such

information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.6.1.2 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.6.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.6.3 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

3.6.4 NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

3.7 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.7.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

3.7.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

3.7.1.2 SURVEY. Prepare a boundary and topographic survey for the Project.

3.7.1.3 GENERAL REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.7.1.4 ARCHITECTURAL PROGRAM. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Architectural Program, which details all goals, needs, spatial, and adjacency requirements of the Project.

3.7.1.5 SITE UTILIZATION. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

3.7.1.6 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

3.7.1.7 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Architectural Program, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.

3.7.1.8 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Architectural Program, Site Utilization information, Construction Cost Estimate and a preliminary conceptual design site plan and building elevations. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

3.8 SCHEMATIC DESIGN (SD) PHASE

3.8.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

3.8.1.1 REVIEW. Review the program, schedule and Construction Cost confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost requirements, each in terms of the other and advise the City of any problem issues.

3.8.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and Construction Cost, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Project Manager, alternative approaches to the design and construction of the Project.

3.8.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives to confirm the feasibility of the Project program and design.

3.8.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.8.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

3.8.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.8.1.7 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project. Provide six (6) copies of the final documents from this phase.

3.8.1.8 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Schematic Design Submittal prior to the Consultant proceeding with the Design Development Phase.

3.9 DESIGN DEVELOPMENT (DD) PHASE

3.9.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

3.9.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

3.9.1.1.1 DRAWINGS:

3.9.1.1.1.1 Building data and code analyses.

3.9.1.1.1.2 Utility plans, including both on-site and off-site improvements.

3.9.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

3.9.1.1.1.4 Planting plans.

3.9.1.1.1.5 Irrigation plans.

3.9.1.1.1.6 Architectural site plans.

3.9.1.1.1.7 Floor plans, indicating the size of rooms and furniture arrangements.

3.9.1.1.1.8 Reflected ceiling plans.

3.9.1.1.1.9 Roof plans.

3.9.1.1.1.10 Building elevations.

- 3.9.1.1.1.11 Building and wall sections.
- 3.9.1.1.1.12 Finish schedules.
- 3.9.1.1.1.13 Foundation plans.
- 3.9.1.1.1.14 Framing plans.
- 3.9.1.1.1.15 Heating, ventilating and air conditioning (HVAC) plans.
- 3.9.1.1.1.16 Plumbing plans.
- 3.9.1.1.1.17 Lighting plans.
- 3.9.1.1.1.18 Power plans.
- 3.9.1.1.1.19 Low voltage system plans.
- 3.9.1.1.1.20 Signage plans.
- 3.9.1.1.1.21 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.9.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.9.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

3.9.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.9.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel.

3.9.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.9.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

3.10 CONSTRUCTION DOCUMENTS (CD) PHASE

3.10.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

3.10.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

3.10.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.10.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.10.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.10.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

3.10.1.6 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

3.10.1.6.1 Prepare 50 percent Construction Documents, including the following:

3.10.1.6.1.1 General

3.10.1.6.1.1.1 Completed title sheets, abbreviations, legends and site plans.

3.10.1.6.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.

3.10.1.6.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.

3.10.1.6.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.10.1.6.1.2 Civil

3.10.1.6.1.2.1 Existing facilities plans showing all existing topography and improvements.

3.10.1.6.1.2.2 Utility distribution plans with sizes of all new and existing utilities.

3.10.1.6.1.2.3 Rough grading plans.

3.10.1.6.1.2.4 Finish paving and grading plans.

3.10.1.6.1.2.5 Horizontal control plans

3.10.1.6.1.2.6 Details with references to the plans.

3.10.1.6.1.2.7 Final calculations required to meet all levels of completion.

3.10.1.6.1.3 Landscape

3.10.1.6.1.3.1 Landscaping plans denoting all materials and sizes....

3.10.1.6.1.3.2 Irrigation plans with sizing of all piping.

3.10.1.6.1.3.3 Details with references to the plans.

3.10.1.6.1.4 Architectural

3.10.1.6.1.4.1 Floor plans with all dimensions and room finishes noted.

3.10.1.6.1.4.2 All door, window, hardware, and glazing schedules complete.

3.10.1.6.1.4.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.

3.10.1.6.1.4.4 All elevations and sections.

3.10.1.6.1.4.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.

3.10.1.6.1.4.6 Interior and exterior details.

3.10.1.6.1.4.7 All section and detail bubbles completed to indicate the location of the sections and details.

3.10.1.6.1.5 Structural

3.10.1.6.1.5.1 Foundation plans including all dimensions.

3.10.1.6.1.5.2 Intermediate floor framing plans with complete section cuts and detail references.

3.10.1.6.1.5.3 Complete section and detail sheets.

3.10.1.6.1.5.4 Completed and detailed roof framing plans.

3.10.1.6.1.5.5 Final calculations required to meet this level of completion.

3.10.1.6.1.6 Mechanical/Plumbing

3.10.1.6.1.6.1 All HVAC sizing (ducts and equipment).

3.10.1.6.1.6.2 All air flow quantities noted.

- 3.10.1.6.1.6.3 All mechanical equipment and fixture schedules completed.
- 3.10.1.6.1.6.4 All pipe sizes noted.
- 3.10.1.6.1.6.5 Cathodic protection requirements specified.
- 3.10.1.6.1.6.6 Points-of-connection including invert elevations.
- 3.10.1.6.1.6.7 Completed riser diagrams.
- 3.10.1.6.1.6.8 All control diagrams shown and completed.
- 3.10.1.6.1.6.9 All details completed and referenced to the plans.
- 3.10.1.6.1.6.10 Final calculations required to meet this level of completion.

3.10.1.6.1.7 Electrical

- 3.10.1.6.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.10.1.6.1.7.2 Required single line drawings.
- 3.10.1.6.1.7.3 Completed panel schedules.
- 3.10.1.6.1.7.4 Electrical room details showing equipment in plan and elevation.
- 3.10.1.6.1.7.5 All special systems including grounding wells.
- 3.10.1.6.1.7.6 All details completed and referenced to the plans.
- 3.10.1.6.1.7.7 Fire alarm riser diagrams and zone schedules.
- 3.10.1.6.1.7.8 Final calculations required to meet this level of completion.

3.10.1.6.1.8 Specifications

- 3.10.1.6.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.10.1.6.1.8.2 Final form technical specifications in CSI format.

3.10.1.6.2 Prepare 70 percent Construction Documents, including the following:

- 3.10.1.6.2.1 Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.10.1.6.3 Prepare 90 Percent Construction Documents, including the following:

3.10.1.6.3.1 Drawings

- 3.10.1.6.3.1.1 Complete drawings containing all the information required for the 50 percent Construction Documents.

3.10.1.6.3.2 Specifications

- 3.10.1.6.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.10.1.6.3.3 Calculations

- 3.10.1.6.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.10.1.6.3.4 General

- 3.10.1.6.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
- 3.10.1.6.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.10.1.6.4 Prepare Final Construction Documents, including the following:

3.10.1.6.4.1 Drawings

- 3.10.1.6.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.10.1.6.4.2 Specifications

3.10.1.6.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.10.1.6.4.3 Calculations

3.10.1.6.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.10.1.6.4.4 General

3.10.1.6.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

3.10.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

3.11 BIDDING PHASE

3.11.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the Consultant, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.11.2 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

3.11.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.11.2.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

3.11.2.3 Attend and participate in the Pre-bid meeting.

3.11.2.4 Participate in bid evaluation and recommendations.

3.11.3 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.12 CONSTRUCTION ADMINISTRATION PHASE

3.12.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

3.12.2 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

3.12.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-

making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

3.12.2.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

3.12.2.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's Representatives.

3.12.2.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

3.12.2.5 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

3.12.2.6 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.12.2.7 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

3.12.2.8 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal under the Substitution requirements of Section 01600" provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

3.12.2.9 CHANGE ORDERS. If requested by the City, promptly prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents.

3.12.2.10 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.12.2.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.12.2.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.12.2.13 PUNCLISTS. Participate in the development and resolution of Punch Lists.

3.12.2.14 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Agreement and do not authorize any Additional Services.

3.12.2.14.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

3.12.2.14.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

3.12.2.14.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

3.12.2.14.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

3.13 POST CONSTRUCTION PHASE

3.13.1 The Consultant shall:

3.13.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) reproducible mylar form to the City.

3.13.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "A1"

Consultant Proposal

May 25, 2006 (Revised)

Mr. Patrick Batté, AIA
Architectural Project Manager
Dept. of Public Works
Office of Architectural Services
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Professional A/E Services Proposal
Stupak Community Center
City of Las Vegas, Nevada

Dear Mr. Batté:

Dekker/Perich/Sabatini is pleased to submit this proposal for professional architectural and engineering services for the replacement of the Stupak Community Center. We truly appreciate this opportunity to continue working with you and the City of Las Vegas. We include here the scope for both Basic Services as well as additionally requested services, a list of the project team, and our proposed fee.

We understand the Scope of the Project to be as follows:

- A. Construction of an approximately 30,000 gross square foot community center to replace the existing Stupak Center. Project scope is as defined in the Stupak Community Center Program information you provided us. Site work will be limited to a parking lot for approximately 50 +/- cars, landscaping and the burying of an existing electrical service in the alley.
- B. The site is the current Chester Stupak Park, located between Boston and Baltimore Avenues in downtown Las Vegas.
- C. After construction of the new Stupak Community Center the existing center will be demolished and that site developed into a new community park. This work is not included in the scope of our project.
- D. The construction estimate for building and site is approximately \$8,000,000.

Based upon the scope of work as described above as well as our understanding we propose to provide the following Basic Services under a fixed fee agreement. Our scope of services shall include full architectural and engineering services as listed below.

Our proposed fee for **Basic Services** for the above shall be a lump sum of **\$640,180** based on the estimated Construction Budget of \$8,000,000.

We propose the following breakdown by Phase:

Program/ Conceptual Design – Site Utilization, Survey, Estimate	(5%)	\$ 32,009.00
Pre-Design & Schematic Design	(17%)	\$108,830.60
Design Development:	(22.5%)	\$144,040.50
Construction Document Phase:	(33%)	\$211,259.40
Bidding Phase:	(2.5%)	\$ 16,004.50
Construction Contract Administration:	(18%)	\$115,232.40
Post Construction:	(2%)	<u>\$ 12,803.60</u>

Total Fee	(100%)	\$640,180.00
------------------	---------------	---------------------

Basic Services

As we discussed, Basic Services includes all requirements as itemized in the draft City of Las Vegas Professional Services Agreement, including the following specific tasks:

- A. The Site Utilization Report (Scope of Services, paragraph 3.7.1.5).
- B. Presentations: We will provide computer generated renderings, material finishes board(s) as part of the design process, as well as for public presentations.
- C. Geo-Technical Report to include three (3) borings to approximately 20 feet in the area of building, and three (3) borings to approximately 10 feet in parking areas. This shall include both data and interpretive reports.
- D. Topographic and Boundary Surveys.
- E. Technical Drainage Study.
- F. Traffic Study is not required per the City. However, if it does become apparent that a Traffic Study is required, we will provide one for an additional \$7,000.00.
- G. Audio-Visual Design will include the installation of all conduit raceway systems in the Contract. Equipment shall be selected by the City of Las Vegas.
- H. Voice/Data/MATV: Working with the City of Las Vegas, provide design and specification of telephone, data, assisted listening systems and master antenna television systems (low voltage) will include locating all devices, and installation of conduit for the systems. This shall also include paging, intercom, security and fire alarm systems.
- I. We will provide six (6) cost estimates as part of basic services. The estimate of probable construction costs will be produced by an independent outside professional estimating consultant. Estimates will be provided at Conceptual Design, Schematic Design, Design Development, 50% CD, 90% CD and 100% CD submittals.
- J. We have also included in our Basic Services fee in-house reproduction and other incidental costs along with the printing of the following required submittals.

1. Conceptual Design/ Site Utilization Report	6 sets
2. Schematic Design	6 sets
3. Design Development	10 sets
4. 50% Construction Documents	10 sets
5. 70% Construction Documents	5 sets
5. 90% Construction Documents	10 sets
6. 100%, and for approval by all regulatory agencies	TBD (min. of 3 sets - plan check)
- K. Participate in a value engineering session.
- L. Participate in a partnering session.

Basic Services Project Team

Architecture/ Management	Dekker/Perich/Sabatini	Christopher W. Larsen, AIA
Civil Engineering	Nevada by Design	Michael Pullen, P.E.
Structural Engineering	Dekker/Perich/Sabatini	Mark Rodgers, P.E.
Mechanical Engineering	MSA Engineering Consultants	David Melroy, P.E.

Electrical Engineering	MSA Engineering Consultants	David Melroy, P.E.
Landscape Architecture	J.W. Zunino & Associates	Jack W. Zunino, ASLA
Geo-Technical	Ninyo & Moore	Brad Olsen, P.E.
Cost Estimating	Construction Cost Consultants, LLC	Wm. Chad Gautier

This proposal has been prepared using the following assumptions:

1. Special Inspection will be provided by the City of Las Vegas under separate contract.
3. Bid set drawings and specifications to be used for bidding, peer review (if required) and construction shall be a reimbursable expense. As noted above our proposal includes reasonable costs for in-house reproduction of drawings, prints and other incidentals necessary for in-house and team coordination.
4. Charges or fees required by governmental agencies and/or utility companies are responsibility of the City of Las Vegas.
1. If additional services or changes are requested after the project begins, we would base our fee proposal for the additional services on the scope required, per the attached standard hourly rates. No additional services will start without written agreement between the City and DPS on the scope and fee adjustment.

2. Schedule

We are ready to begin work on this project upon your approval and a notice to proceed. I have outlined the schedule as I know it today, from the preliminary schedule provided.

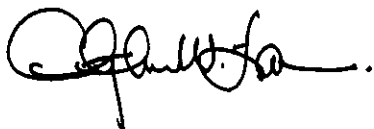
City of Las Vegas

Conceptual, Pre-Design	45 days
Schematic Design	75 days (Contingent on normal approval of SDR)
Design Development	75 days
Construction Documents	100 days
Permitting	60 days
Construction	420 days
Post Construction	TBD

Pat, again thank you for the opportunity to present this proposal to work with you and the City of Las Vegas on this project for the Stupak Community Center. Please do not hesitate to call if you have any questions. I'll be glad to meet with you at your convenience.

Respectfully Submitted,

2.1.1 Dekker/Perich/Sabatini, Ltd.



Christopher W. Larsen, AIA
Principal

Dekker/Perich/Sabatini
Standard Hourly Rates for Duration of Project

Principal:	\$150.00 per hour
Associate:	\$125.00 per hour
Senior Architect:	\$125.00 per hour
Registered Architect:	\$115.00 per hour
Senior Planner:	\$105.00 per hour
Senior Project Manager:	\$105.00 per hour
Landscape Architect:	\$105.00 per hour
Project Manager:	\$95.00 per hour
Project Engineer:	\$95.00 per hour
Interior Designer:	\$90.00 per hour
Construction Administrator:	\$90.00 per hour
Engineering Intern:	\$80.00 per hour
Intern Architect II:	\$80.00 per hour
Senior CADD Technician:	\$75.00 per hour
Planner:	\$75.00 per hour
Interior Designer Intern:	\$65.00 per hour
Landscape Designer:	\$65.00 per hour
Intern Architect I:	\$65.00 per hour
CADD Technician:	\$65.00 per hour
Administrative Assistant:	\$45.00 per hour

REIMBURSABLE EXPENSES

Passenger Vehicle	\$.38/mile
Air Travel, Meals, Lodge:	\$.Cost
Long Distance Phone:	\$.Cost

IN-HOUSE REPRODUCTION SERVICES

Opaque Prints:	\$1.50/print
Reproducible Sepias:	\$1.25/sf
Copies (8 ½ x11):	\$.13/ two-sided copy
	\$.06/one-sided copy
Copies (11 x 17):	\$.17/copy
Computer Diskettes:	\$.Cost
Color Copies: (8 ½ X 11)	\$.99/one-sided copy
(11 X 17)	\$ 1.98/one-sided copy

END OF EXHIBIT "A 1"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Boundary and Topographic Survey.
- 2.2 Programming Report.
- 2.3 Conceptual Design Drawings.
- 2.4 Construction Cost Estimate.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
- 3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
- 4.2 Presentation Drawings, mounted.
- 4.3 Materials Board.
- 4.4 Flood/Hydrology Report draft, if required by governing authorities
- 4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
- 5.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
- 5.3 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
- 5.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
- 5.5 Building Permit Application.
- 5.6 Building Department and Land Development plan review permit applications.
- 5.7 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
- 5.8 Table of Contents listing Sections 1 through 16, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
- 5.9 Drawing list with sheet title and issue date for each sheet.
- 5.10 Specifications contributing authors' stamp and signature sheet.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project.

The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.

7.2 Meeting Minutes if requested by the City's Project Representative.

7.3 Drainage Compliance Report.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	45	Includes 2 week City review period.
Schematic Design	75	Includes 2 week City review period.
Design Development	75	Includes 2 week City review period.
Construction Documents	100	City review is concurrent with drawings. See notes below for definition of the Days for this phase.
Permitting	60	
Construction	420	City determined.
Post Construction		City determined.
TOTAL	775	

- 2.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.
- 2.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.
- 3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.

- 3.3.3 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5 The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4 **The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs** associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	5%	\$ 32,009.00	
Schematic Design	17%	\$108,830.60	
Design Development	22.5%	\$144,040.50	
Construction Documents	33%	\$211,259.40	
Bidding	2.5%	\$16,004.50	
Construction	18%	\$115,232.40	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	2%	\$12,803.60	
	TOTAL	\$ 640,180	

DEDUCTIONS

MISSING ESTIMATES. Consultant shall deduct from the above Fees **\$4,000** for each of the following required Construction Cost Estimates required and not delivered upon completion of each phase:

- Conceptual Design
- Schematic Design
- Design Development
- Construction Document at 50%
- Construction Document at 90%
- Construction Document at 100%

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

CONSULTANT/SUBCONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

Principal:	\$150.00 per hour
Associate:	\$125.00 per hour
Senior Architect:	\$125.00 per hour
Registered Architect:	\$115.00 per hour
Senior Planner:	\$105.00 per hour
Senior Project Manager:	\$105.00 per hour
Landscape Architect:	\$105.00 per hour
Project Manager:	\$95.00 per hour
Project Engineer:	\$95.00 per hour
Interior Designer:	\$90.00 per hour
Construction Administrator:	\$90.00 per hour
Engineering Intern:	\$80.00 per hour
Intern Architect II:	\$80.00 per hour
Senior CADD Technician:	\$75.00 per hour
Planner:	\$75.00 per hour
Interior Designer Intern:	\$65.00 per hour
Landscape Designer:	\$65.00 per hour
Intern Architect I:	\$65.00 per hour
CADD Technician:	\$65.00 per hour
Administrative Assistant:	\$45.00 per hour

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement. Site specific seismic testing and investigation to determine the structural requirements under the building code would be an additional service. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Patrick Batte'

PROJECT REPRESENTATIVE: Carson West

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Christopher W. Larsen AIA

PRINCIPAL: Christopher W. Larsen AIA

PROJECT ARCHITECT: Christopher W. Larsen AIA

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

Civil Engineering	Nevada by Design	Michael Pullen, P.E.
Structural Engineering	Dekker/Perich/Sabatini	Mark Rodgers, P.E.
Mechanical Engineering	MSA Engineering Consultants	David Melroy, P.E.
Electrical Engineering	MSA Engineering Consultants	David Melroy, P.E.
Landscape Architecture	J.W. Zunino & Associates	Jack W. Zunino, ASLA
Geo-Technical	Ninyo & Moore	Brad Olsen, P.E.
Cost Estimating	Construction Cost Consultants, LLC	Wm. Chad Gautier

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity	Block 2	Description
Name: <u>DEKKER, PERICH, SABATINI</u>		Subject Matter of Contract/Agreement:	
Address: <u>16860 BERMUDA RD SUITE 100</u>		<u>PROFESSIONAL</u>	
Telephone: <u>436-1006</u>		<u>SERVICES AGREEMENT</u>	
EIN or DUNS:		<u>STUPAK COMMUNITY</u>	
		<u>CENTER.</u>	
		RFP #:	
Block 3 Type of Business			
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Christopher W. Larsen, AIA	6860 Bermuda Road, Suite 100	436-1006
2.	Timothy R. Grattan, AIA	6860 Bermuda Road, Suite 100	436-1006
3.	Dale R. Dekker, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700
4.	Steven J. Perich, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700
5.	William Q. Sabatini, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700
6.	Andrea M. Hanson, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700
7.	William J. Weis, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700
8.	Ronald A. Witherspoon, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700
9.	Kendal W. Giles, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700
10.	Christopher R. Gunning, AIA	7601 Jefferson NE, Albuquerque, NM	505-761-9700

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: one (1)

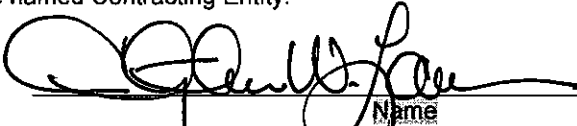
Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

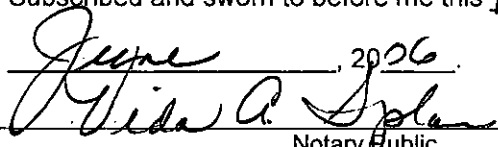
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



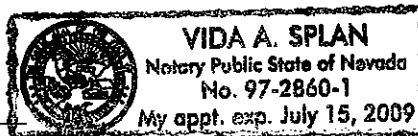
 Name
JUNE 19, 2006

 Date

Subscribed and sworn to before me this 19th day of



 Notary Public



**Disclosure of Principals
June 19, 2006**

Additional Principals of Dekker/Perich/Sabatini

11. Charles Hanson, PE	7601 Jefferson NE, Albuquerque, NM	505.761.9700
12. Mimi Burns, ASLA	7601 Jefferson NE, Albuquerque, NM	505.761.9700
13. Michael Burkett, AIA	7601 Jefferson NE, Albuquerque, NM	505.761.9700
14. Dan Kemme, AIA	7601 Jefferson NE, Albuquerque, NM	505.761.9700

* Please note that the Business Address for Mr. Larsen and Mr. Grattan is Las Vegas, Nevada